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8 **UNITED STATES DISTRICT COURT**

9 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

11 METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation,

12 Plaintiff,

13 vs.

14 ACDF, LLC, a California limited liability
15 company, et al.,

16 Defendants.

Lead Case No. 1:24-cv-01261-KES-SAB

Consolidated with Case Nos:

1:24-cv-01226; 1:24-cv-01230; 1:24-cv-
01231; 1:24-cv-01232; 1:24-cv-01233; 1:24-
cv-01235; and 1:24-cv-01241

**ORDER APPROVING SALE OF REAL
PROPERTY AND FOR RELATED
RELIEF PURSUANT TO SALE NOTICE
[ECF NO. 159]**

Hearing:

Date: September 22, 2025

Time: 2:30 p.m.

Place: Robert E. Coyle U.S. Courthouse
2500 Tulare Street
Courtroom 6, 7th Floor
Fresno, CA 93721

- 17
- 18 ☐ Affects All Cases
- 19 ☐ Affects Metropolitan Life Ins. Co. v.
ACDF, LLC, et al., 1:24-cv-01261
- 20 ☐ Affects Metropolitan Life Ins. Co. v.
FNF Farms, LLC, et al., 1:24-cv-01226
- 21 ☐ Affects Metropolitan Life Ins. Co. v. C
& A Farms, LLC, et al., 1:24-cv-01230
- 22 ☒ Affects Metropolitan Life Ins. Co. v.
Maricopa Orchards, LLC, et al., 1:24-
23 cv-01231
- 24 ☐ Affects Brighthouse Life Ins. Co. v.
Kamm South, LLC, et al., 1:24-cv-
25 01232
- 26 ☐ Affects Brighthouse Life Ins. Co. v.
Manning Avenue Pistachios, LLC, et
27 al., 1:24-cv-01233 Case No. 1:24-cv-
01233
- 28

- ☐ Affects Brighthouse Life Ins. Co. v. ACDF, LLC, et al., 1:24-cv-01235
- ☐ Affects MetLife Real Estate Lending, LLC v. Panoche Pistachios, LLC, et al., 1:24-cv-01241

The Court having held a hearing on September 22, 2025, at 2:30 p.m., at the above-captioned Courthouse, the Honorable Kirk E. Sherriff, United States District Judge, presiding, pursuant to the *Receiver's Amended Notice of Sale Hearing and Auction* (ECF No. 159) (the "Sale Notice"), filed by Motion Phillip Christensen, Receiver of the above-referenced estate (the "Receiver" or "Seller") on August 18, 2025;¹ the Court having previously approved sale procedures pursuant to a Sale Procedures Order (ECF No. 147) authorizing the Sale Notice; having read and considered the Sale Notice, and there being no opposition with respect thereto; having heard any oral arguments of counsel at the hearing; having considered the Purchase and Sale Agreement ("PSA") filed with the Sale Notice; having reviewed the supplemental declarations of Receiver Phillip Christensen (ECF No. 169) and Robb M. Stewart (ECF No. 171); the Receiver having called for higher and better bids before the Sale Hearing, and no higher or better bids having been submitted; and good cause appearing therefor; it is hereby ORDERED THAT:

1. The sale pursuant to the Sale Notice is APPROVED. Without limiting the generality of the foregoing, it is further

ORDERED THAT:

2. The sale by the Receiver of the farmland and improvements thereon with respect to real property described in Exhibit A hereto (the "Subject Property"), to the Buyer, Munger Enterprises, an LP or permitted assignee, for the Purchase Price of \$1,300,000, is approved. The Deposit of \$100,000 shall be credited to the Purchase Price and the balance must be paid at

¹ Unless otherwise indicated, defined terms are the same as in the Sale Notice.

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1 closing.

2 3. The sale is free and clear of liens of Metropolitan Life Insurance Company.

3 4. The closing must occur no later than 21 days after entry hereof, and may occur
4 immediately after entry hereof.

5 5. The Receiver is authorized to pay real estate brokers' commissions and other costs
6 in connection with the sale, as described in the Sale Notice.

7 6. The Court finds that the sale satisfies 28 U.S.C. §§ 2001 and 2002.

8 7. The notice of the sale is adequate and proper.

9 8. The sale is "AS-IS" and "WHERE-IS" "WITH ALL FAULTS" and "WITHOUT
10 REPRESENTATIONS OR WARRANTIES" except to the extent expressly and unambiguously
11 stated in the PSA.

12 9. The Buyer's only remedy if the sale is not consummated through no fault of Buyer
13 is a return of the Deposit. If the sale is not consummated due to an act or omission by Buyer, then
14 Buyer shall forfeit the Deposit.

15 10. The Receiver is authorized to execute documents and take such other and further
16 action as is necessary to close the sale.

17 11. This Court shall retain exclusive jurisdiction over the subject matter hereof.

18
19
20 IT IS SO ORDERED.

21 Dated: September 24, 2025


UNITED STATES DISTRICT JUDGE

LEGAL DESCRIPTION

APN	ACREAGE
238-340-24	158.28+-

WHEELER RIDGE MARICOPA WSD TURNOUT DG13 AND CONTRACT NUMBER
124A18A

WHEELER RIDGE MARICOPA WSD CONTRACT ENTITLEMENT-

We do not represent either? We are not just say it includes the entitlement under the water contract and we specify the number of AFD's that they want the entitlement they are going to have to manage for the assignment and assumption of the Wheeler Ridge contract. We included this to clarify how much of this is the amount that goes into the debt and no additional water like the water in the flow up or additional water in the account is included. This is the contract entitlement for the property as provided by the Wheeler Ridge Maricopa WSD. We will call the district again to confirm the amount.

SALE EXCLUDES AND THERE SHALL BE RESERVED FROM ANY DEED TO THE
PROPERTY-

All rights available to the Property or the owner thereof under the Water Supply Agreement and Easement dated September 28, 2015 and recorded as Document No. 224111300, Kern County Official Records are excluded from this transaction and shall be reserved by the Seller from any conveyance of the Property. If the debt secured by the MLIC deed of trust appearing on title is paid in full at or prior to the closing of the transaction (through a "true-up" of the MLIC loan by other creditors of Maricopa Orchards LLC or otherwise), Seller and MLIC will agree for this Water Supply Agreement and Easement to be terminated by the parties thereto and the related Collateral Assignment to MLIC to be released from title to the Property.

EXHIBIT A